EXHIBIT B

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12/15/2014 3:27:24 PM Chris Daniel - District Clerk Harris County Envelope No. 3492329

2014-72462 / Court: 055

By: Cassandra Durisseau Filed: 12/15/2014 3:27:24 PM Cause Number____

Apache Corporation,	§	In the District Court of
Plaintiff, v.	§ §	Harris County, Texas
W&T Offshore, Inc.,	§ 8	Judicial District Court
Defendant.	8	Judiciai District Cour

Plaintiff's Original Petition and Request for Disclosure

Plaintiff Apache Corporation ("Apache") files this original petition against defendant W&T Offshore, Inc. ("W&T"). W&T breached the parties' joint operating agreement by refusing to pay its 49% share of plugging and abandonment costs for three offshore wells in the Gulf of Mexico.

Discovery Control Plan

Apache intends to conduct discovery under Level 2 of Texas Rule of Civil 1. Procedure ("TRCP") 190.3.

II. **Parties**

- Apache is a Delaware corporation and has its principal office located at 2000 Post 2. Oak Boulevard, Suite 100, Houston, Texas 77056.
- W&T is a Texas corporation, has its principal office in Houston, Texas, and may 3. be served with process by serving its registered agent in the State of Texas, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, TX 75201-3136.

III. Jurisdiction

- 4. The Court has jurisdiction over this lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements. Per TRCP 47, Apache seeks monetary relief over \$1 million.
 - 5. The Court has jurisdiction over W&T because it is a resident of Texas.

IV. Venue

6. Venue is proper in Harris County, Texas under Texas Civil Practice & Remedies Code ("TCPRC") § 15.002 because all or a substantial part of the events or omissions giving rise to the claims at issue occurred in Harris County.

V. Facts

- 7. Effective May 1, 1999, Mariner Energy, Inc. ("Mariner") and Burlington Resources Offshore Inc. ("Burlington") entered into an agreement titled "Offshore Operating Agreement Outer Continental Shelf Gulf of Mexico Deepwater" (the "JOA"). Under the JOA, Mariner was designated as the Operator and granted a 51% working interest in several offshore oil and gas leases in the Mississippi Canyon area (the "Pluto Project Area"), which includes Block MC 674. Mariner's interest in the JOA was subsequently transferred to Apache. Apache now is the Operator and owns a 51% working interest in Block MC 674, and specifically in three wells: MC 674 #1, MC 674 #2, and MC 674 #3. For simplicity, this petition sometimes uses the term Apache/Mariner instead of Mariner.
- 8. Under the JOA, Burlington was granted a 49% working interest in the Pluto Project Area. Burlington's interest in the JOA was subsequently transferred to W&T. W&T

now is a Participating Party and has a 49% working interest in the MC 674 wells. For simplicity, this petition sometimes uses the term W&T/Burlington instead of Burlington.

MC 674 Wells

- 9. In December 1999, and in accordance with the JOA, Apache/Mariner as Operator began production in Block MC 674. W&T/Burlington elected to be a Participating Party in production of Block MC 674.
- 10. Apache's and W&T's lease on Block MC 674 has terminated. Federal regulations require that the MC 674 wells must be plugged and abandoned after a lease terminates. See 30 CFR § 250.1710.
 - 11. Section 5.1 of the JOA provides:

Exclusive Right to Operate: Except as otherwise provided, the Operator has the exclusive right and duty to conduct (or cause to be conducted) all operations pursuant to this Agreement. . . . The Operator shall contract for and employ any drilling rigs, tools, machinery, equipment, materials, supplies and personnel reasonably necessary for the Operator to conduct the operations provided for in this Agreement, regardless of which rig a Non-Operating Party included in a well proposal submitted by such Non-Operating Party.

12. Section 18.4 of the JOA provides:

Abandonment Operations Required by Governmental Authority: The Operator shall conduct the abandonment and removal of any well, Production System or Facilities required by a governmental authority, and the Costs, risks and net proceeds will be shared by the Participating Parties in such well, Production System or Facilities according to their Participating Interest Share.

- 13. As Operator, Apache "has the exclusive right and duty" to conduct the abandonment and removal of each of the MC 674 wells. As a Participating Party in each of the MC 674 wells, W&T is required to share in the costs of such abandonment and removal according to its Participating Interest Share of 49%.
- 14. Per 30 CFR § 250.1715, each of the MC 674 wells must be plugged with at least 200 feet of cement. Apache prudently and reasonably determined that a subsea well intervention

vessel would not be the best solution under the circumstances for abandonment operations. Apache prudently and reasonably determined that there was an unreasonably high risk that an intervention vessel would not be sufficient to satisfy 30 CFR § 250.1715. Apache prudently and reasonably determined that a drilling rig (such as the Diamond Ocean Onyx or Ensco 8505), not an intervention vessel, was right for the job, in part to avoid the unacceptably high risk of an inadequate and unsafe cement job.

- 15. Apache prudently and reasonably decided to utilize a drilling rig (not an intervention vessel) to plug and abandon the three MC 674 wells in order to comply with federal regulations and to complete the abandonment of the wells in an efficient and safe manner.
- 16. Apache discussed this decision with W&T representatives and engineers Mark Fremin and Bobby Louviere on July 8, 2014, discussed it with W&T representatives and engineers Cliff Williams and David Bump on July 17, 2014, and discussed it with W&T representatives and engineers Marsh Armitage, Mark Fremin, and Bobby Louviere on August 1, 2014. At each of these meetings, W&T's engineers agreed with Apache that use of a drilling rig (not an intervention vessel) is appropriate for the MC 674 abandonment operations.

W&T's Refusal to Pay

- 17. On August 6, 2014, non-operator W&T sent a pre-emptive letter to Apache and enclosed three Authorizations for Expenditures ("AFEs") for costs associated with plugging and abandoning the three MC 674 wells. W&T's purported AFEs proposed plugging and abandoning the three MC 674 wells using an intervention vessel that W&T's engineers had previously agreed was <u>not</u> the appropriate option.
- 18. On August 8, 2014, Apache sent a letter to W&T and stated that "Apache has reviewed and has elected <u>not</u> to approve any of said AFEs. As discussed with W&T

representatives on several occasions, Apache does not believe that an intervention vessel is the proper vessel to utilize for the abandonments. BSEE Regional Office is now enforcing P&A regulations requiring placing at least 200' of cement in each open annulus, and if we are unable to do so, we will have to cut and pull casing. Apache sees a high risk that we will be unable to comply with the new cementing requirements and believe utilizing a drilling rig is the most effective approach to abandoning the wells."

- 19. On August 18, 2014, operator Apache sent W&T a letter, enclosed an AFE to plug and abandon the MC 674 #2 well using an Ensco 8505 drilling rig, and noted that "Apache believes that the Ensco 8505 is capable to utilize in this abandonment operation and that the sufficient approvals required from BSEE will be obtained."
- 20. On September 10, 2014, Apache sent W&T a letter, enclosed a revised AFE with a reduced estimated cost, and noted that "[o]n September 5, 2014, Bureau of Safety and Environmental Enforcement ("BSEE") granted approval of the APM (Application for Permit to Modify), which did not include the requirement to cut and pull any casing strings. Therefore, Apache was able to remove these associated costs as reflected in the attached, revised procedure and updated wellbore schematic." On October 3, 2014, Apache sent W&T a letter and noted that "additional costs have been reduced substantially by the use of the Ensco 8505 rig due to expedited turnaround time during the multiple trips in and out of the hole."
- Officer sent Apache a letter and stated that W&T did "not consent or support Apache's proposal," and "W&T does not believe that the Ensco 8505 rig is required, necessary or appropriate for the subject abandonment. . . . W&T respectfully requests that Apache reconsider its decision to use the Ensco 8505 rig."

22. On September 23, 2014, Apache sent a letter to W&T and noted:

As you know, Apache disagrees with W&T's claim that the Ensco 8505 rig is not an appropriate vessel for the abandonment of the #2 Pluto well. As discussed in four separate meetings with W&T representatives, there is considerable risk that the Helix 534 intervention vessel may not be capable of completing the abandonment operation in accordance with current regulations, in which case a drilling rig would be needed to complete the operation. The risk that a need to switch from the intervention vessel to a drilling rig is too great in this instance, and the prudent course of action dictates that we proceed with the use of the Ensco 8505. As a result, Apache employed the vessel that was necessary and appropriate to successfully conduct the abandonment operation in the most overall cost efficient manner.

Additionally, as you know, W&T's claim that it should not be obligated to pay additional costs resulting from the use of the Ensco 8505 is unfounded and unwarranted. The Pluto Unit Operating Agreement provides that the Operator shall conduct the abandonment of any well and the costs will be shared by the Participating Parties according to their Participating Interest Share. The Unit Operating Agreement does not grant W&T a right to pick and choose the costs which it will pay. Accordingly, we expect W&T's timely and complete payment of its participation interest share of this P&A work.

23. On September 29, 2014 Apache sent W&T a cash call invoice for the estimated minimum cash outlay for Apache's October 2014 operations. Cash calls are governed by Article 3 of Exhibit "C" to the JOA, which provides:

Advances and Payments by the parties.

A. If gross expenditures for the Joint Account are expected to exceed \$1,000,000 in the next succeeding month's operations, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for such month's operations. Unless otherwise provided in this Agreement, any billing for such advance shall be payable within fifteen (15) days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month.

B... [E]ach Party shall pay its proportion of all bills within fifteen (15) days of receipt date. If payment is not made within such time, the unpaid balance shall bear interest compounded monthly using the U.S. Treasury Bill three month rate plus 3% in effect on the first day of the month for each month that the payment is delinquent or the maximum contract rate permitted by the applicable usury laws in the jurisdiction in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection

of unpaid amounts. Interest shall begin accruing on the first day of the month in which the payment was due. . . .

- 24. On October 3, 2014, W&T sent Apache a letter and stated that W&T did "not understand why this cash call is applicable." On October 6, 2014, Apache explained to W&T that W&T's payment of the amount due under the cash call was required by Article 3 of Exhibit "C" and Section 18.4 of the JOA.
- 25. On October 15, 2014, Apache sent W&T a letter and attached AFEs to plug and abandon the MC 674 #1 and MC 674 #3 wells using the Diamond "Ocean Onyx" drilling rig. Apache also attached an "AFE to conduct preliminary ROV work using the "MSV Ocean Intervention II." Apache noted in the letter that "Apache requests that W&T Offshore Inc. sign and return one copy of each AFE indicating W&T's approval of the proposed operations, however, since plugging and abandonment is required by BSEE the proposed expenditures are required and AFEs are provided for 'information only."
- 26. On November 7, 2014, W&T sent Apache a letter and stated that W&T did "not consent or support Apache's proposal," and "W&T respectfully requests that Apache reconsider its decision to perform the abandonment operations using the Diamond Ocean Onyx MODU as contemplated by the AFEs."
- 27. W&T has not paid the amounts due under Apache's cash call. W&T has also failed to pay amounts due under Apache's monthly joint interest billing invoices for operations in September and October 2014. W&T has not agreed (or withdrawn its refusal) to fund its share of abandonment costs.

VI. Cause of Action

Count 1 – Breach of Contract

28. Apache incorporates the allegations above.

- 29. The JOA is a valid and binding contract. W&T is bound by the terms of the JOA.
- 30. W&T breached and continues to breach the JOA by failing to pay its share of the costs for the required plugging and abandonment of the MC 674 wells.
- 31. As a proximate result of W&T's breaches, Apache has suffered and continues to suffer damages.
- 32. As a matter of law, and under the JOA, Apache is entitled to recover from W&T all amounts as and when they become due, and is entitled to interest on any unpaid balance, "plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts." JOA, Exhibit "C," Article 3.
- 33. Attorney's Fees. Apache has retained counsel and is entitled to recover its reasonable attorney's fees and expenses under TCPRC § 38.001(8) and Chapter 38. Apache presents its claim for attorney's fees to W&T in accordance with TCPRC § 38.002.

VII. Conditions Precedent

34. All conditions precedent to Apache's claims for relief have been performed or have occurred.

VIII. Jury Demand

35. Apache demands a jury trial and tenders the appropriate fee with this petition.

IX. Request for Disclosure

- 36. Under TRCP 194, Apache requests that, within 30 days of the service of this request, W&T disclose the information or material described in TRCP 194.2.
- 37. With respect to this and all subsequent discovery requests, Apache requests that W&T comply with and provide the information required under TRCP 193.3.

X. Prayer for Relief

- 38. Apache asks that the Court issue citation for W&T to appear and answer, and that the Court award Apache a judgment against W&T for the following:
 - a. Actual damages;
 - b. Prejudgment and post judgment interest;
 - c. Court costs;
 - d. Reasonable and necessary attorney's fees, including under the JOA and under TCPRC §§ 37.009 and 38.001(8) and Chapters 37 and 38; and
 - e. All other further relief, legal and equitable, to which Apache is entitled.

Dated: December 15, 2014.

Respectfully submitted,

SUSMAN GODFREY L.L.P.

By: /s/ Geoffrey L. Harrison

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Attorneys for Apache Corporation



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63514123 Total Pages: 9

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HARRIS COUNTY, TEXAS

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INFORMATION SHEET

By: DURISSEAU, CASSANDRA A

Ourt: 055

By: I CAUSE NUMBER (FOR CLERK USE ONLY):

> STYLED (e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental ost-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at

the time of filling.					The state of the s	
1. Contact information for perso	n completing case information shee	t: Names of parties in ea	ease: Person or entity completing sheet is			
Name: Geoffrey L. Harrison	Email: gharrison@susmango rey.com	Plaintiff(s)/Petitioner(s		Attorney for Plaintiff/Petitioner Pro Se Plaintiff/Petitioner Title IV-D Agency Other:		
Address: 1000 Louisiana St., Suite 5100	Telephone: 713-653-7807	Defendant(s)/Respond	Additional Parties in Child Supposent(s): Custodial Parent:			
City/State/Zip: Houston, Texas 77002	Fax: 713-654-6666	W&T Offshore	Non-Custodial Parent: Presumed Father:			
Signature:		[Attach additional page as necessary to list all parties]				
2. Indicate type, or identify	the most important issue in the case	e (select only 1):			u 1	
	Civil			Fami	ily Law Post-judgment Actions	
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Contract Debt/Contract Consumer/DTPA Debt/Contract Fraud/Misrepresentation Other Debt/Contract: Foreclosure Home Equity—Expedited	Injury or Damage Assault/Battery Construction Defamation Malpractice Accounting Legal Medical Other Professional	Eminent Domain/ Condemnation Partition Quiet Title Trespass to Try Title Other Property:	Annulment Declare Marris Divorce With Childs	nge Void	Enforcement Modification—Custody Modification—Other Title IV-D Enforcement/Modification Paternity Reciprocals (UIFSA) Support Order	
Other Foreclosure Franchise	Liability: Motor Vehicle Accident	Related to Criminal	Other Family Law		Parent-Child Relationship	
☐ Insurance ☐ Landlord/Tenant ☐ Non-Competition ☐ Partnership ☐ Other Contract:	Premises Product Liability Asbestos/Silica Other Product Liability List Product: Other Injury or Damage;	Matters Expunction Judgment Nisi Non-Disclosure Seizure/Forfeiture Writ of Habeas Corpus— Pre-indictment Other:	Enforce Forei Judgment Habeas Corpi Name Change Protective Or Removal of E of Minority Other:	gn is c der Disabilities	Adoption/Adoption with Termination Child Protection Child Support Custody or Visitation Gestational Parenting Grandparent Access Paternity/Parentage Termination of Parental	
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3. Indicate procedure or remed	y, if applicable (may select more tha	ın I):				
3. Indicate procedure or remedy, if applicable (may select more than I): Appeal from Municipal or Justice Court Arbitration-related Attachment Bill of Review Certiorari Class Action 3. Indicate damages sought (do not select if it is a family law case):		ory Judgment nent der us gment	Prot	iestration porary Rest	medy raining Order/Injunction	
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Less than \$100,000 and non-monetary relief	
Over \$100, 000 but not more than \$200,000	
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⊠Over \$1,000,000	

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CIVIL PROCESS REQUEST FORM **Harris County** Envelope No: 3492329 FOR EACH PARTY 2014 TO 24 62 UK GOLDE IN COLDE THE VE PURISSEAU, CASSANDRA A FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED CURRENT COURT: CASE NUMBER: TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Original Petiton FILE DATE OF MOTION: 12/15/2014 SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served): 1. NAME: W&T Offshore, Inc. ADDRESS: 1999 Bryan St., Suite 900, Dallas, Texas 75201-3136 AGENT, (if applicable): CT Corporation System TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): SERVICE BY (check one): ATTORNEY PICK-UP Authorized Person to Pick-up: Kayci White 713-655-5625 **CONSTABLE** CIVIL PROCESS SERVER - Authorized Person to Pick-up: Phone: CERTIFIED MAIL MAIL **PUBLICATION:** COURTHOUSE DOOR, or Type of Publication: NEWSPAPER OF YOUR CHOICE: OTHER, explain ATTENTION: Effective June1, 2010 For all Services Provided by the DISTRCT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you, 2. NAME: ADDRESS: AGENT, (if applicable): TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): SERVICE BY (check one): ☐ CONSTABLE ☐ ATTORNEY PICK-UP CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____ MAIL CERTIFIED MAIL **□** PUBLICATION: COURTHOUSE DOOR, or Type of Publication: NEWSPAPER OF YOUR CHOICE: OTHER, explain ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE: TEXAS BAR NO./ID NO. NAME:

MAILING ADDRESS:

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Certified Document Number: 63514125 - Page 2 of 2

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE. SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

INSTRUMENTS TO BE SERVED:	PROCESS TYPES:
(Fill In Instrument Sequence Number, i.e. 1st, 2nd, etc.)	
	NON WRIT:
ORIGINAL PETITION	CITATION
AMENDED PETITION	ALIAS CITATION
SUPPLEMENTAL PETITION	PLURIES CITATION
	SECRETARY OF STATE CITATION
	COMMISSIONER OF INSURANCE
COUNTERCLAIM	HIGHWAY COMMISSIONER CITATION BY PUBLICATION
AMENDED COUNTERCLAIM SUPPLEMENTAL COUNTERCLAIM	NOTICE
SUPPLEMENTAL COUNTERCLAIM	SHORT FORM NOTICE
CROSS-ACTION:	
AMENDED CROSS-ACTION	PRECEPT (SHOW CAUSE)
SUPPLEMENTAL CROSS-ACTION	RULE 106 SERVICE
THIRD-PARTY PETITION:	SUBPOENA
AMENDED THIRD-PARTY PETITION	
SUPPLEMENTAL THIRD-PARTY PETITION	WRITS:
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Chris Daniel, DISTRICT CLERK

HARRIS COUNTY, TEXAS



*PH:

CHRIS DANIEL

HARRIS COUNTY DISTRICT CLERK

Civil Process Pick-Up Form

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*CIVIL PROCESS SERVER: N/A

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Process papers prepared by:

*PERSON NOTIFIED SVC READY: * NOTIFIED BY: CASSANDRA DU DATE: December 16, 2014	KAYCI WHITE AT 9:40A RISSEAU	
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Date: 12-16 2014 30 days waiting 1 - 16 - 2014

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